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1 MITCHELL D. GLINER, ESQ.
Nevada Bar No. 3419
2 3017 West Charleston Blvd., Suite 95
Las Vegas, Nevada 89102
3 702-870-8700
702-870-0034 FAX
4 Attorney for Plaintiff

MJ

6 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

CV-S-05-0482-RLH-RJJ

9 JEREMY MAY,

10 Plaintiff,

vs.

11 NEVADA CREDICO, INC., dba)
12 QUANTUM COLLECTIONS,)

JURY DEMANDED

13 Defendant.)
14 _____)

COMPLAINT

JURISDICTION

16 1. The jurisdiction of this Court attains pursuant to the
17 FDCPA, 15 U.S.C. § 1692k(d), 28 U.S.C. § 1331, 28 U.S.C. § 1332,
18 and the doctrine of supplemental jurisdiction. Venue lies in the
19 Southern Division of the Judicial District of Nevada as Plaintiff's
20 claims arose from acts of the Defendant perpetrated therein.

PRELIMINARY STATEMENT

22 2. This action is instituted in accordance with and to remedy
23 Defendant's violations of the Federal Fair Debt Collection
24 Practices Act, 15 U.S.C § 1692 et seq. (hereinafter "FDCPA"), and
25 of related state law obligations brought as supplemental claims
26 hereto.

27 3. In December, 2004, Defendant initiated a campaign of
28 abusive, unfair, unreasonable, and unlawful debt collection

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1 activity directed against Plaintiff at Plaintiff's home in Las
2 Vegas, Nevada.

3 4. As a result of these and other violations of law,
4 Plaintiff seeks hereby to recover actual and statutory damages
5 together with reasonable attorney's fees and costs.

6 PARTIES

7 5. Plaintiff, Jeremy May, is a natural person who resides in
8 Las Vegas, Nevada, and is a "consumer" as defined by 15 U.S.C.
9 Section 1692a(3) and allegedly owes a "debt" as defined by 15
10 U.S.C. Section 1692a(5).

11 6. Defendant, Nevada Credico, Inc. dba Quantum Collections,
12 is a domestic corporation, the principal purpose of whose business
13 is the collection of debts, operating a debt collection agency from
14 its principal place of business in North Las Vegas, Nevada and
15 regularly collects or attempts to collect debts owed or due or
16 asserted to be owed or due another, and is a "debt collector" as
17 defined by 15 U.S.C. Section 1692a(6).

18 FACTUAL ALLEGATIONS

19 7. Plaintiff repeats, realleges and asserts all factual
20 allegations contained in the preliminary statement to this
21 Complaint and reasserts them as incorporated in full herein.

22 8. Plaintiff, at all times mentioned herein, is enlisted in
23 the California Air National Guard and has been attending Air Force
24 basic training in Texas. Plaintiff is therefore protected under
25 the Soldiers and Sailors Relief Act, U.S. Code 50 Appendix, §501
26 et seq.

27 9. While Plaintiff was in basic training in Texas his
28 vehicle was involved in an accident and towed to a storage yard.

1 10. Plaintiff contacted the storage yard and provided his
2 address and parents' phone number.

3 11. Shortly thereafter Plaintiff was contacted by the storage
4 yard and informed that his vehicle had been sold without notice to
5 him.

6 12. Plaintiff was further advised that he owed a balance of
7 \$2,000.00 and his account would be sent to collections if not
8 immediately paid in full.

9 13. In late December 2004, Quantum Collections contacted
10 Plaintiff's parents, requesting to speak with Plaintiff.

11 14. Plaintiff's father gave Monique of Quantum Plaintiff's
12 cell phone number, advising that Plaintiff was not often available
13 at his parents' number.

14 15. Quantum spoke with Plaintiff thereafter and was advised
15 by Plaintiff that he disputed the debt because his car had been
16 sold without notice to him.

17 16. Plaintiff further advised Defendant that he had a pending
18 property damage claim with the responsible driver's insurance
19 company.

20 17. Plaintiff also advised Ms. Tyler he was to be contacted
21 on his cell phone and not his parents' phone.

22 18. Notwithstanding, on February 25, 2005, Tyler left the
23 following message on Plaintiff's parents' answering machine in
24 violation of FDCPA § 1692c(b):

25 Hi. This message is for Jeremy May. This is
26 Tyler calling from Quantum Collections. I
27 need you to return my call regarding your
28 account with CityWide Towing. We are getting

1 ready to take the hold off on the account and
2 so I need to know what you are doing with it
3 before we do. So if you could please give me
4 a call back. I am at 633-8029. Thank you.

5 19. This message was received by Plaintiff's parents and
6 brother and sister.

7 20. On March 4, 2005 Tyler also left the following message on
8 Plaintiff's parents' answering machine in violation of FDCPA §
9 1692c(b):

10 This message is for Jeremy May. This is Tyler
11 calling from Quantum Collections regarding
12 CityWide Towing. I have left you numerous
13 messages regarding that account and I have to
14 take the hold off on it to report to your
15 credit bureaus, so if you can please give me a
16 call back and let me know what you wanta to do
17 with the account. I am at 633-8029. I need
18 to hear from you by the 15th of the month.
19 Thank you.

20 21. This message was again received by Plaintiff's parents.

21 22. Defendant's continued phone contacts to Plaintiff, at
22 times and at a place known to be inconvenient to Plaintiff, were
23 made in violation of FDCPA § 1692c(a)(1). Fox v. Citicorp Credit
24 Services, Inc., 15 F.3d 1507, 1516, fn. 10 (9th Cir. 1994), Austin
25 v. Great Lakes Collection Bureau, Inc., 834 F. Supp. 557, 559 (D.
26 Conn. 1993).

27 23. The Defendant's repeated recalls to Plaintiff's parents'
28 home constituted harassment in violation of FDCPA §§ 1692d and

1 1692d(5). Fox v. Citicorp Credit Services, Inc., 15 F.3d 1507,
2 1516 (9th Cir. 1994), Bingham v. Collection Bureau, Inc., 505 F.
3 Supp. 864, 873 (1981), Kuhn v. Account Control Technology, Inc.,
4 865 F. Supp. 1443, 1452-53 (D. Nev. 1994).

5 24. During the middle of March, Plaintiff received
6 Defendant's March 7, 2005 dun (Exhibit 1).

7 25. Exhibit 1 is the only correspondence ever received by
8 Plaintiff from Defendant and does not provide required FDCPA §
9 1692g's mandatory disclosures.

10 26. The foregoing acts and omissions of Defendant were
11 undertaken by it willfully, maliciously, and intentionally,
12 knowingly, and/or in gross or reckless disregard of the rights of
13 Plaintiff.

14 27. Indeed, the foregoing acts and omissions of Defendant
15 were undertaken by it indiscriminately and persistently, as part of
16 its regular and routine debt collection efforts, and without regard
17 to or consideration of the identity or rights of Plaintiff.

18 28. As a proximate result of the foregoing acts and omissions
19 of Defendant, Plaintiff has suffered actual damages and injury,
20 including, but not limited to, stress, humiliation, mental anguish
21 and suffering, and emotional distress, for which Plaintiff should
22 be compensated in an amount to be proven at trial.

23 29. As a result of the foregoing acts and omissions of
24 Defendant, and in order to punish Defendant for its outrageous and
25 malicious conduct, as well as to deter it from committing similar
26 acts in the future as part of its debt collection efforts,
27 Plaintiff is entitled to recover punitive damages in an amount to
28 be proven at trial.

CAUSES OF ACTION

COUNT I

30. The foregoing acts and omissions of Defendant constitute violations of the FDCPA, including, but not limited to, Sections 1692c, 1692d, 1692e, 1692f and 1692g.

31. Plaintiff is entitled to recover statutory damages, actual damages, reasonable attorney's fees, and costs.

COUNT II

32. The foregoing acts and omissions constitute unreasonable debt collection practices in violation of the doctrine of Invasion of Privacy. *Kuhn v. Account Control Technology, Inc.*, 865 F. Supp. 1443, 1448-49 (D. Nev. 1994); *Pittman v. J. J. Mac Intyre Co. of Nevada, Inc.*, 969 F. Supp. 609, 613-14 (D. of Nev. 1997).

33. Plaintiff is entitled to recover actual damages as well as punitive damages in an amount to be proven at trial.

JURY DEMAND

Plaintiff hereby demands trial by a six-person jury on all issues so triable.

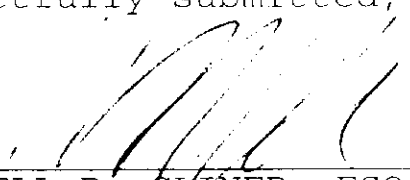
WHEREFORE, Plaintiff prays that this Honorable Court grant the following relief:

1. Award actual damages.
2. Award punitive damages.
3. Award statutory damages of \$1,000 pursuant to 15 U.S.C. § 1692k.
4. Award reasonable attorney fees.
5. Award costs.

. . . .

1 6. Grant such other and further relief as it deems just
2 and proper.

3 Respectfully submitted,

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5 _____
6 MITCHELL D. GLINER, ESQ.
7 Nevada Bar #3419
8 3017 West Charleston Boulevard
9 Suite 95
10 Las Vegas, Nevada 89102
11 Attorney for Plaintiff
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EXHIBITS

3224 CIVIC CENTER DRIVE
P.O. BOX 364389
NORTH LAS VEGAS, NV 89036-8389
RETURN SERVICE REQUESTED

QUANTUM COLLECTIONS
3224 CIVIC CENTER DRIVE • P.O. BOX 364389
NORTH LAS VEGAS, NV 89036-8389
(702) 633-8029

March 7, 2005

Amount Paid: \$ _____
Date Paid: _____ Check #: _____

MA059257-901 007654

May Jeremy Lynn

2300 Hunt Club St

Las Vegas NV 89128-6718

|||||

MA059257

Quantum Collections

PO Box 364389

North Las Vegas NV 89036-8389

|||||

*** RETURN THIS LETTER IN THE ENVELOPE WITH YOUR PAYMENT ***

QTCO19015307683742



*** * Save Up To 328.85 * ***

Regarding the following accounts in your Quantum Collections file: This notice will serve to notify you that Quantum Collections has been authorized and will accept the following amounts to consider these balances settled-in-full.

Debt	Account #	Balance	Settlement	Savings
CITY WIDE TOWING	1986-00918	1096.18	767.33	328.85

Total Settlement Savings 328.85

This is a one-time offer that will expire 10 days from the date of this notice.

Our office will be accepting MasterCard, VISA, and Discover to assist you in taking advantage of this offer. As time is limited on this settlement offer, please contact M TYLER immediately regarding any questions on these accounts.

**THIS IS AN ATTEMPT TO COLLECT A DEBT.
ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

If you wish to pay by credit card, fill in the information below and return the entire letter to us.



Account Number	Payment Amount	Expire Date
Card Holder Name	Signature of Card Holder	

QUANTUM COLLECTIONS
3224 CIVIC CENTER DRIVE • P.O. BOX 364389 • NORTH LAS VEGAS, NV 89036-8389
(702) 633-8029

EXHIBIT /